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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14

15 FAIRLANE MAE FULAY JONES,

16
17 Plaintiff,

18 v.

19 WALMART ASSOCIATES, INC.,
20 Delaware corporation and DOES 1
21 through 20, Inclusive,

22 Defendant.
23

Case No. 5:22-CV-01771 SSS (SHKx)

**STIPULATED PROTECTIVE
ORDER**

Trial: February 12, 2024

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
6 the following Stipulated Protective Order. The parties acknowledge that this Order
7 does not confer blanket protections on all disclosures or responses to discovery and
8 that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section
11 12.3, below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
13 that must be followed and the standards that will be applied when a party seeks
14 permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve confidential and/or proprietary information for
17 which special protection from public disclosure and from use for any purpose other
18 than prosecution of this action is warranted. Such confidential and proprietary
19 materials and information may consist of, among other things, personnel information
20 of non-parties, medical or health information and records, worker's compensation
21 records, confidential and proprietary human resources materials, confidential business
22 or financial information, information regarding confidential business practices, or
23 other confidential research, development, or commercial information (including
24 information implicating privacy rights of third parties), information otherwise
25 generally unavailable to the public, or which may be privileged or otherwise
26 protected from disclosure under state or federal statutes, court rules, case decisions,
27 or common law. Accordingly, to expedite the flow of information, to facilitate the
28 prompt resolution of disputes over confidentiality of discovery materials, to

adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and to serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that such information has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit, entitled *Fairlane May Fulay Jones v. Walmart Associates, Inc.*, Case No. 5:22-CV-01771.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9
10 4. DURATION

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Order will remain in effect until either the Designating Party agrees
13 otherwise in writing to a different duration for the Disclosure or Discovery Material it
14 designated as “CONFIDENTIAL” or a court order otherwise directs. To avoid
15 ambiguity as to whether an agreement has been made with the Designating Party, the
16 written agreement must recite that the agreement is being made in accordance with
17 this specific paragraph of the Protective Order. Final disposition shall be deemed to
18 be the later of (1) dismissal of all claims and defenses in this Action, with or without
19 prejudice; and (2) final judgment herein after the completion and exhaustion of all
20 appeals, rehearings, remands, trials, or reviews of this Action, including the time
21 limits for filing any motions or applications for extension of time pursuant to
22 applicable law.

23
24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.
26 Each Party or Non-Party that designates information or items for protection under this
27 Order must take care to limit any such designation to specific material that qualifies
28 under the appropriate standards. The Designating Party must designate for protection

1 only those parts of material, documents, items, or oral or written communications that
2 qualify so that other portions of the material, documents, items, or communications
3 for which protection is not warranted are not swept unjustifiably within the ambit of
4 this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations
6 that are shown to be clearly unjustified or that have been made for an improper
7 purpose (e.g., to unnecessarily encumber the case development process or to impose
8 unnecessary expenses and burdens on other parties) may expose the Designating
9 Party to sanctions.

10 If it comes to a Designating Party's attention that information or items that it
11 designated for protection do not qualify for protection, that Designating Party must
12 promptly notify all other Parties that it is withdrawing the inapplicable designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in
14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
16 under this Order must be clearly so designated before the material is disclosed or
17 produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic
20 documents, but excluding transcripts of depositions or other pretrial or trial
21 proceedings), that the Producing Party affix at a minimum, the legend
22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
23 contains protected material or, if in electronic format, the electronic file's title. If
24 only a portion or portions of the material on a page qualifies for protection, the
25 Producing Party also must clearly identify the protected portion(s) (e.g., by making
26 appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for inspection
28 need not designate them for protection until after the inspecting Party has indicated

1 which documents it would like copied and produced. During the inspection and
2 before the designation, all of the material made available for inspection shall be
3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
4 it wants copied and produced, the Producing Party must determine which documents,
5 or portions thereof, qualify for protection under this Order. Then, before producing
6 the specified documents, the Producing Party must affix the “CONFIDENTIAL
7 legend” to each page that contains Protected Material. If only a portion or portions of
8 the material on a page qualifies for protection, the Producing Party also must clearly
9 identify the protected portion(s) (e.g., by making appropriate markings in the
10 margins).

11 (b) for testimony given in depositions that the Designating Party identify
12 the Disclosure or Discovery Material on the record, before the close of the deposition
13 all protected testimony. Alternatively, a Party may designate information disclosed at
14 the deposition as “CONFIDENTIAL” by notifying the court reporter and other
15 parties in writing, within fifteen (15) business days of receipt of the transcript, of the
16 specific pages and lines of the transcript which are designated as
17 “CONFIDENTIAL.” The parties may agree to a reasonable extension of the 15-
18 business-day period for designation. Designations of transcripts will apply to audio,
19 video, or other recordings of the testimony. During such 15-business-day period, the
20 entire transcript shall receive Protected Material treatment. Upon such designation,
21 the court reporter and each Party shall affix the “CONFIDENTIAL legend” to the
22 designated pages and segregate them as appropriate.

23 (c) for information produced in some form other than documentary and for
24 any other tangible items, that the Producing Party affix in a prominent place on the
25 exterior of the container or containers in which the information is stored the legend
26 “CONFIDENTIAL.” If only a portion or portions of the information warrants
27 protection, the Producing Party, to the extent practicable, shall identify the protected
28 portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 2 failure to designate qualified information or items does not, standing alone, waive the
 3 Designating Party's right to secure protection under this Order for such material.
 4 Upon timely correction of a designation, the Receiving Party must make reasonable
 5 efforts to assure that the material is treated in accordance with the provisions of this
 6 Order.

7
 8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 10 designation of confidentiality at any time that is consistent with the Court's
 11 Scheduling Order.

12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 13 resolution process under Local Rule 37.1 et seq. by providing written notice of each
 14 designation it is challenging and describing the basis for each challenge. To avoid
 15 ambiguity as to whether a challenge has been made, the written notice must recite
 16 that the challenge to confidentiality is being made in accordance with this specific
 17 paragraph of the Protective Order. In conferring, the Challenging Party must explain
 18 the basis for its belief that the confidentiality designation was not proper and must
 19 give the Designating Party an opportunity to review the designated material, to
 20 reconsider the circumstances, and, if no change in designation is offered, to explain
 21 the basis for the chosen designation. A Challenging Party may proceed to the next
 22 stage of the challenge process only if it has engaged in this meet and confer process
 23 first or establishes that the Designating Party is unwilling to participate in the meet
 24 and confer process in a timely manner.

25 6.3 The burden of persuasion in any such challenge proceeding shall be on
 26 the Designating Party. Frivolous challenges, and those made for an improper purpose
 27 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 28 expose the Challenging Party to sanctions. Unless the Designating Party has waived

1 or withdrawn the confidentiality designation, all parties shall continue to afford the
2 material in question the level of protection to which it is entitled under the Producing
3 Party's designation until the Court rules on the challenge.

4
5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a Non-Party in connection with this
8 Action only for prosecuting, defending, or attempting to settle this Action. Such
9 Protected Material, including their contents or any portion or summary thereof, may
10 be disclosed only to the categories of persons and under the conditions described in
11 this Order. When the Action has been terminated, a Receiving Party must comply
12 with the provisions of section 13 below (FINAL DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a
14 location and in a secure manner that ensures that access is limited to the persons
15 authorized under this Order. This duty to provide adequate security includes secure
16 data storage systems, established security policies, and security training for
17 employees, contractors and experts. Adequate security also includes such measures
18 as data encryption in transit, data encryption at rest, data access controls, and physical
19 security, whether hosted/outsourced to a vendor or on premises. At a minimum, any
20 Receiving Party subject to the terms of this Order, shall provide reasonable measures
21 to protect non-client data consistent with the American Bar Association Standing
22 Committee on Ethics and Professional Responsibility, Formal Opinion 477R.

23 It shall be the obligation of each Party and its counsel, upon learning of any
24 breach or any suspected or threatened breach of the provisions of this Order,
25 including but not limited to a data breach or Ransomware, to promptly notify counsel
26 for the Producing Party in writing within twenty-four (24) hours of the Receiving
27 Party's awareness of the actual, suspected, or threatened breach. The written
28 notification shall be supplemented with reasonable details of the circumstances of the

1 breach in order to permit the Producing Party to understand and take appropriate
 2 steps. Each Party and its counsel agree to take reasonable and good-faith efforts to
 3 contain or limit any breach promptly upon receiving notice of it, and to make
 4 reasonable and good-faith attempts to retrieve any unauthorized disclosure of
 5 documents or information. This provision does not limit the Producing Party's
 6 entitlement to damages resulting from any breach of this Order.

7 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 8 otherwise ordered by the court or permitted in writing by the Designating Party, a
 9 Receiving Party may disclose any information or item designated
 10 "CONFIDENTIAL" only to:

11 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
 12 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 13 to disclose the information for this Action;

14 (b) the officers, directors, and employees (including House Counsel) of the
 15 Receiving Party to whom disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
 17 disclosure is reasonably necessary for this Action and who have signed the
 18 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and Professional
 22 Vendors to whom disclosure is reasonably necessary for this Action and who have
 23 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (g) the author or recipient of a document containing the information or a
 25 custodian or other person who otherwise possessed or knew the information;

26 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
 27 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
 28 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will

1 not be permitted to keep any confidential information unless they sign the
 2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
 3 agreed by the Designating Party or ordered by the court. Pages of transcribed
 4 deposition testimony or exhibits to depositions that reveal Protected Material may be
 5 separately bound by the court reporter and may not be disclosed to anyone except as
 6 permitted under this Stipulated Protective Order; and

7 (i) any mediator or settlement officer, and their supporting personnel,
 8 mutually agreed upon by any of the parties engaged in settlement discussions.

9 Notwithstanding the foregoing, Protected Material shall not be disclosed to any
 10 current or former employees of, or current or former consultants, advisors, or agents
 11 of, a direct competitor of any Party named in the Action. If a Receiving Party is in
 12 doubt about whether a particular entity is a direct competitor of a Party named in this
 13 lawsuit, then before disclosing any Protected Material to a current or former
 14 employee, consultant, advisor, or agent of that entity, the Receiving Party’s counsel
 15 must confer with counsel for the Producing Party.

16 17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 18 OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation
 20 that compels disclosure of any information or items designated in this Action as
 21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party in writing by
 23 electronic transmission within five (5) business days of the Party’s receipt of such
 24 subpoena or order, and such notification shall include a copy of the subpoena or court
 25 order;

26 (b) promptly notify in writing the party who caused the subpoena or order
 27 to issue in the other litigation that some or all of the material covered by the subpoena
 28

1 or order is subject to this Protective Order. Such notification shall include a copy of
2 this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order shall not produce any information designated in this
7 action as “CONFIDENTIAL” before a determination by the court from which the
8 subpoena or order issued, unless the Party has obtained the Designating Party’s
9 permission. The Designating Party shall bear the burden and expense of seeking
10 protection in that court of its confidential material and nothing in these provisions
11 should be construed as authorizing or encouraging a Receiving Party in this Action to
12 disobey a lawful directive from another court.

13
14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a
17 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
18 produced by Non-Parties in connection with this litigation is protected by the
19 remedies and relief provided by this Order. Nothing in these provisions should be
20 construed as prohibiting a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to
22 produce a Non-Party’s confidential information in its possession, and the Party is
23 subject to an agreement with the Non-Party not to produce the Non-Party’s
24 confidential information, then the Party shall:

25 (1) promptly notify in writing the Requesting Party and the Non-Party
26 that some or all of the information requested is subject to a confidentiality agreement
27 with a Non-Party;
28

1 (2) promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a reasonably
3 specific description of the information requested; and

4 (3) make the information requested available for inspection by the Non-
5 Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court within
7 14 days of receiving the notice and accompanying information, the Receiving Party
8 may produce the Non-Party's confidential information responsive to the discovery
9 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
10 not produce any information in its possession or control that is subject to the
11 confidentiality agreement with the Non-Party before a determination by the court.
12 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
13 of seeking protection in this court of its Protected Material.

14
15 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
17 Protected Material to any person or in any circumstance not authorized under this
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
19 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
20 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
21 persons to whom unauthorized disclosures were made of all the terms of this Order,
22 and (d) request such person or persons to execute the "Acknowledgment and
23 Agreement to Be Bound" that is attached hereto as Exhibit A. This provision does
24 not limit the Producing Party's entitlement to damages resulting from any breach of
25 this Order.

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other protection,
 5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 7 may be established in an e-discovery order that provides for production without prior
 8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and €, insofar as the
 9 parties reach an agreement on the effect of disclosure of a communication or
 10 information covered by the attorney-client privilege or work product protection, the
 11 parties may incorporate their agreement in the stipulated protective order submitted to
 12 the court.

13 11.1 Clawback Provisions. The parties hereby agree that the production of
 14 privileged or work-product protected documents, ESI, whether inadvertent or
 15 otherwise, is not a waiver of the privilege or protection from discovery in this case or
 16 in any other federal or state proceeding, including all related pre-trial, trial, and post-
 17 trial proceedings. Furthermore, the parties agree to the following:

18 (a) If the Receiving Party has reason to believe that a produced document
 19 or other information may reasonably be subject to a claim of privilege, then the
 20 Receiving Party shall immediately sequester the document or information, cease
 21 using the document or information and cease using any work product containing the
 22 information, and shall inform the Producing Party of the beginning BATES number
 23 of the document or, if no BATES number is available, shall otherwise inform the
 24 Producing Party of the information.

25 (b) A Producing Party must give written notice to any Receiving Party
 26 asserting a claim of privilege, work-product protection, or other ground for
 27 reclaiming documents or information (a “clawback request”). After a clawback
 28 request is received, the Receiving Party shall immediately sequester the document (if

1 not already sequestered) and shall not review or use that document, or any work
2 product containing information taken from that document, for any purpose. The
3 parties shall meet and confer regarding any clawback request.

4 The Clawback Provisions of this Order apply to all pre-trial, trial, and post-trial
5 proceedings in this Action. This Order shall be interpreted to provide the maximum
6 protection allowed by Federal Rule of Evidence 502(d) or state court equivalent and
7 shall be enforceable and granted full faith and credit in all other state and federal
8 proceedings by 28 U.S.C. § 1738. In the event of any subsequent conflict of law, the
9 law that is most protective of privilege and work product shall apply.

10 Nothing contained herein is intended to or shall serve to limit a party's right to
11 conduct a review of documents, ESI or information (including metadata) for
12 relevance, responsiveness and/or segregation of privileged and/or protected
13 information before production.

14 15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Protective Order no Party waives any right it otherwise would have to object to
20 disclosing or producing any information or item on any ground not addressed in this
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any
22 ground to use in evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
25 only be filed under seal pursuant to a court order authorizing the sealing of the
26 specific Protected Material at issue. If a Party's request to file Protected Material
27 under seal is denied by the court, then the Receiving Party may file the information in
28 the public record unless otherwise instructed by the court.

1 12.4 Protected Material in Hearings and Trial. The provisions of this Order
2 shall not affect, and this Order does not limit, the *admissibility* of Protected Material
3 (or references to that material) as evidence at trial, or during a hearing or similar
4 proceeding in this action. Prior to using Protected Material or the information
5 contained therein at any hearing that is open to the public, the Party seeking to use the
6 Protected Material must give at least seven (7) days advance notice to the Producing
7 Party of the intent to use the Protected Material so that the producing party may seek
8 an appropriate Court Order to protect the Protected Material.

9 12.5 Application to Production by Non-Party. This Order may be used by a
10 Non-Party producing documents in connection with this Action. A Non-Party may
11 designate documents as Protected Material. If a Non-Party produces (or intends to
12 produce) documents and does not designate (or does not intend to designate) those
13 documents as Protected Material, then any Party to this action may seek to designate
14 that Non-Party's documents or categories of documents as Confidential Material. In
15 that case, it shall be the burden of the Party seeking protected status to move for a
16 court order designating the materials as Protected Material after the parties confer.

17 12.6 Newly Joined Parties. In the event additional parties join or intervene in
18 this litigation, the newly joined parties shall not have access to Protected Material
19 until their counsel has executed and, at the request of any Party, filed with the Court
20 the agreement of such parties and such counsel to be fully bound by this Order.

21
22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within 60
24 days without further request or direction by the Designating Party, each Receiving
25 Party must return all Protected Material to the Producing Party or destroy such
26 material in the possession, custody or control of that Receiving Party, including any
27 expert, consultant, or employee. As used in this subdivision, "all Protected Material"
28 includes all copies, abstracts, compilations, summaries, and any other format

1 reproducing or capturing any of the Protected Material. Whether the Protected
 2 Material is returned or destroyed, the Receiving Party must submit a written
 3 certification to the Producing Party (and, if not the same person or entity, to the
 4 Designating Party) by the 60 day deadline that (1) identifies (by category, where
 5 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
 6 that the Receiving Party has not retained any copies, abstracts, compilations,
 7 summaries or any other format reproducing or capturing any of the Protected
 8 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
 9 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
 10 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
 11 work product, and consultant and expert work product, even if such materials contain
 12 Protected Material. Any such archival copies that contain or constitute Protected
 13 Material remain subject to this Protective Order as set forth in Section 4
 14 (DURATION).

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 16 14. Any violation of this Order may be punished by any and all appropriate
 17 measures including, without limitation, contempt proceedings and/or monetary
 18 sanctions.

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 20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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 22 Dated: March 10, 2023

LIMNEXUS LLP

23 By: /s/ Jane N. Kespradit

24 Jane N. Kespradit
 25 Attorneys for Defendant,
 26 Walmart Associates Inc.

27 I, Jane N. Kespradit, hereby attest that each of the signatories identified herein and on
 28 whose behalf the filing is submitted, has concurred in the filing's content and have
 authorized this filing.

1
2 Dated: March 10, 2023

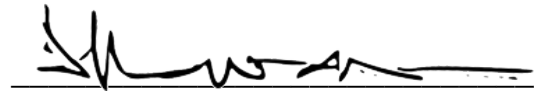
LEVIN & NALBANDYAN, LLP

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4 By: /s/ Charlene Necess

Charlene Necess
Attorneys for Plaintiff,
Fairlane Mae Fulay Jones

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8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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11 DATED: March 14, 2023



12 Hon. Shashi H. Kewalramani
13 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that
 I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on
 _____[date] in the case of *Fairlane May Fulay Jones v. Walmart Associates,*
Inc., Case No. 5:22-CV-01771 SSS (SHKx). I agree to comply with and to be bound
 by all the terms of this Stipulated Protective Order and I understand and acknowledge
 that failure to so comply could expose me to sanctions and punishment in the nature
 of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person or
 entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or
 type full name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____